

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

LANDSCAPE/IRRIGATION LABORER/TENDER
LANDSCAPE/IRRIGATION LABORER
LANDSCAPE HYDRO SEEDER
LANDSCAPE/IRRIGATION TENDER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES**

102-X-14

LANDSCAPE MASTER AGREEMENT

Between

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions**

and

CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.

THIS AGREEMENT entered into this 1st day of October, 2000, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC. (Association), on behalf of their eligible members, hereinafter referred to as the Contractor., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the Association as their exclusive bargaining representative, who are engaged in work covered by the Agreement.

The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by all the provisions of this Agreement for its term. The Association shall submit

transportation shall be equipped with seats and handrails.

3. Parking Facilities. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor will provide such facilities and the Contractor shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use parking facilities, the Contractor shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

F. Subsistence

1. For purposes of this Agreement, the Contractor's shop or permanent place of business shall be considered that Contractor's Zone Center.

2. Employees working more than 70 road miles from the Contractor's Zone Center will receive \$30.00 per day for subsistence or room and board in lieu of subsistence during the term of this Agreement. This provision will not apply to employees dispatched directly to the job site and who live within 70 miles of the project.

3. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

4. Subsistence as provided in Paragraph F-2 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

5. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Law.

6. Where the Contractor is signatory to an agreement with the Southern California Pipe Trades District Council 16 ("U.A. Agreement"), under no circumstances shall an employee under this Agreement receive less subsistence than provided for in the U.A. Agreement.

G. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the time-and-one-half hour rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (½) hour at the time- and-one-half hour rate. Meal periods may be staggered to meet job requirements.

H. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.

2. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Contractor's name and address. In the event the Contractor fails to pay employees laid off or discharged, they shall be paid waiting time at the straight-time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job